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**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

JOHNATHON PIRTLE<sup>1</sup>, et al.

Plaintiffs,

v.

FCA US, LLC, et al.

Defendants.

Case No. 2:25-cv-03257-JAK-MAR

**STIPULATED PROTECTIVE  
ORDER**

<sup>1</sup> Please note that Plaintiff Johnathon Pirtle's name was inadvertently misspelled in Defendant FCA US LLC's Notice of Removal of Entire Case Pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and supporting documents.

1           1. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public  
4 disclosure and from use for any purpose other than pursuing this litigation may be  
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
6 the following Stipulated Protective Order. The parties acknowledge that this Order  
7 does not confer blanket protections on all disclosures or responses to discovery and  
8 that the protection it affords from public disclosure and use extends only to the  
9 limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles.

11           2. GOOD CAUSE STATEMENT

12           This action is likely to involve trade secrets, customer and pricing lists and  
13 other valuable research, development, commercial, financial, technical and/or  
14 proprietary information for which special protection from public disclosure and from  
15 use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other  
17 things, confidential business or financial information, information regarding  
18 confidential business practices, or other confidential research, development, or  
19 commercial information (including information implicating privacy rights of third  
20 parties), information otherwise generally unavailable to the public, or which may be  
21 privileged or otherwise protected from disclosure under state or federal statutes,  
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
23 information, to facilitate the prompt resolution of disputes over confidentiality of  
24 discovery materials, to adequately protect information the parties are entitled to keep  
25 confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their handling  
27 at the end of the litigation, and serve the ends of justice, a protective order for such  
28 information is justified in this matter. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing be so  
2 designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

5 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

6 The parties further acknowledge, as set forth in Section 14.3, below, that this  
7 Stipulated Protective Order does not entitle them to file confidential information  
8 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
9 and the standards that will be applied when a party seeks permission from the court  
10 to file material under seal. There is a strong presumption that the public has a right  
11 of access to judicial proceedings and records in civil cases. In connection with non-  
12 dispositive motions, good cause must be shown to support a filing under seal. See  
13 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
14 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*  
15 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
16 stipulated protective orders require good cause showing), and a specific showing of  
17 good cause or compelling reasons with proper evidentiary support and legal  
18 justification, must be made with respect to Protected Material that a party seeks to  
19 file under seal. The parties' mere designation of Disclosure or Discovery Material  
20 as CONFIDENTIAL does not—without the submission of competent evidence by  
21 declaration, establishing that the material sought to be filed under seal qualifies as  
22 confidential, privileged, or otherwise protectable—constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial, then  
24 compelling reasons, not only good cause, for the sealing must be shown, and the  
25 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
26 See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
27 each item or type of information, document, or thing sought to be filed or introduced  
28 under seal, the party seeking protection must articulate compelling reasons,

1 supported by specific facts and legal justification, for the requested sealing order.  
2 Again, competent evidence supporting the application to file documents under seal  
3 must be provided by declaration.

4 Any document that is not confidential, privileged, or otherwise protectable in  
5 its entirety will not be filed under seal if the confidential portions can be redacted. If  
6 documents can be redacted, then a redacted version for public viewing, omitting only  
7 the confidential, privileged, or otherwise protectable portions of the document, shall  
8 be filed. Any application that seeks to file documents under seal in their entirety  
9 should include an explanation of why redaction is not feasible.

10 4. DEFINITIONS

11 4.1 Action: *Jonathan Pirtle, et al vs. FCA US LLC, et al*, Case No: 2:25-cv-  
12 03257-JAK-MAR

13 4.2 Challenging Party: a Party or Non-Party that challenges the designation of  
14 information or items under this Order.

15 4.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
16 is generated, stored or maintained) or tangible things that qualify for protection  
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
18 Cause Statement.

19 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
20 support staff).

21 4.5 Designating Party: a Party or Non-Party that designates information or items  
22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

23 4.6 Disclosure or Discovery Material: all items or information, regardless of the  
24 medium or manner in which it is generated, stored, or maintained (including, among  
25 other things, testimony, transcripts, and tangible things), that are produced or  
26 generated in disclosures or responses to discovery.

27 4.7 Expert: a person with specialized knowledge or experience in a matter  
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2 4.8 House Counsel: attorneys who are employees of a party to this Action. House  
3 Counsel does not include Outside Counsel of Record or any other outside counsel.

4 4.9 Non-Party: any natural person, partnership, corporation, association or other  
5 legal entity not named as a Party to this action.

6 4.10 Outside Counsel of Record: attorneys who are not employees of a party to  
7 this Action but are retained to represent a party to this Action and have appeared in  
8 this Action on behalf of that party or are affiliated with a law firm that has appeared  
9 on behalf of that party, and includes support staff.

10 4.11 Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15 4.13 Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19 4.14 Protected Material: any Disclosure or Discovery Material that is designated  
20 as "CONFIDENTIAL."

21 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
22 a Producing Party.

23 5. SCOPE

24 The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or  
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
27 compilations of Protected Material; and (3) any testimony, conversations, or  
28 presentations by Parties or their Counsel that might reveal Protected Material. Any

1 use of Protected Material at trial shall be governed by the orders of the trial judge  
2 and other applicable authorities. This Order does not govern the use of Protected  
3 Material at trial.

4 6. DURATION

5 Once a case proceeds to trial, information that was designated as  
6 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
7 as an exhibit at trial becomes public and will be presumptively available to all  
8 members of the public, including the press, unless compelling reasons supported by  
9 specific factual findings to proceed otherwise are made to the trial judge in advance  
10 of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause”  
11 showing for sealing documents produced in discovery from “compelling reasons”  
12 standard when merits-related documents are part of court record). Accordingly, the  
13 terms of this protective order do not extend beyond the commencement of the trial.

14 7. DESIGNATING PROTECTED MATERIAL

15 7.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
16 Party or Non-Party that designates information or items for protection under this  
17 Order must take care to limit any such designation to specific material that qualifies  
18 under the appropriate standards.

19 The Designating Party must designate for protection only those parts of  
20 material, documents, items or oral or written communications that qualify so that  
21 other portions of the material, documents, items or communications for which  
22 protection is not warranted are not swept unjustifiably within the ambit of this Order.

23 Mass, indiscriminate or routinized designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper  
25 purpose (e.g., to unnecessarily encumber the case development process or to impose  
26 unnecessary expenses and burdens on other parties) may expose the Designating  
27 Party to sanctions.

28 If it comes to a Designating Party’s attention that information or items that it

1 designated for protection do not qualify for protection, that Designating Party must  
2 promptly notify all other Parties that it is withdrawing the inapplicable designation.

3 7.2 Manner and Timing of Designations. Except as otherwise provided in this  
4 Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material that  
5 qualifies for protection under this Order must be clearly so designated before the  
6 material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic documents,  
9 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
10 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
11 “CONFIDENTIAL legend”), to each page that contains protected material. If only  
12 a portion of the material on a page qualifies for protection, the Producing Party also  
13 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
14 in the margins).

15 A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated  
17 which documents it would like copied and produced.

18 During the inspection and before the designation, all of the material made available  
19 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
20 identified the documents it wants copied and produced, the Producing Party must  
21 determine which documents, or portions thereof, qualify for protection under this  
22 Order. Then, before producing the specified documents, the Producing Party must  
23 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
24 If only a portion of the material on a page qualifies for protection, the Producing  
25 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
26 markings in the margins).

27 (b) for testimony given in depositions that the Designating Party identifies the  
28 Disclosure or Discovery Material on the record, before the close of the deposition



1 all protected testimony.

2 (c) for information produced in some form other than documentary and for  
3 any other tangible items, that the Producing Party affix in a prominent place on the  
4 exterior of the container or containers in which the information is stored the legend  
5 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
6 protection, the Producing Party, to the extent practicable, shall identify the protected  
7 portion(s).

8 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
9 to designate qualified information or items does not, standing alone, waive the  
10 Designating Party’s right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the  
12 Receiving Party must make reasonable efforts to assure that the material is treated  
13 in accordance with the provisions of this Order.

14 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 8.1. Timing of Challenges. Any Party or Non-Party may challenge a designation  
16 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

17 8.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
18 process under Local Rule 37-1 et seq.

19 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint  
20 stipulation pursuant to Local Rule 37-2.

21 8.4 The burden of persuasion in any such challenge proceeding shall be on the  
22 Designating Party. Frivolous challenges, and those made for an improper purpose  
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
25 or withdrawn the confidentiality designation, all parties shall continue to afford the  
26 material in question the level of protection to which it is entitled under the Producing  
27 Party’s designation until the Court rules on the challenge.

28 ///



1        9. ACCESS TO AND USE OF PROTECTED MATERIAL

2        9.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 15 below (FINAL  
8 DISPOSITION).

9        Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12        9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
13 ordered by the court or permitted in writing by the Designating Party, a Receiving  
14 Party may disclose any information or item designated “CONFIDENTIAL” only to:

15        (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
17 disclose the information for this Action;

18        (b) the officers, directors, and employees (including House Counsel) of the  
19 Receiving Party to whom disclosure is reasonably necessary for this Action;

20        (c) Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23        (d) the court and its personnel;

24        (e) court reporters and their staff;

25        (f) professional jury or trial consultants, mock jurors, and Professional  
26 Vendors to whom disclosure is reasonably necessary for this Action and who have  
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28        (g) the author or recipient of a document containing the information or a

1 custodian or other person who otherwise possessed or knew the information;

2 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
3 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
4 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
5 will not be permitted to keep any confidential information unless they sign the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit  
7 A), unless otherwise agreed by the Designating Party or ordered by the court.

8 Pages of transcribed deposition testimony or exhibits to depositions that  
9 reveal Protected Material may be separately bound by the court reporter and may not  
10 be disclosed to anyone except as permitted under this Stipulated Protective Order;  
11 and

12 (i) any mediators or settlement officers and their supporting personnel,  
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
15 IN OTHER LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation  
17 that compels disclosure of any information or items designated in this Action as  
18 “CONFIDENTIAL,” that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification shall  
20 include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order to  
22 issue in the other litigation that some or all of the material covered by the subpoena  
23 or order is subject to this Protective Order. Such notification shall include a copy of  
24 this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be pursued  
26 by the Designating Party whose Protected Material may be affected. If the  
27 Designating Party timely seeks a protective order, the Party served with the  
28 subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” before a determination by the court from which the  
2 subpoena or order issued, unless the Party has obtained the Designating Party’s  
3 permission. The Designating Party shall bear the burden and expense of seeking  
4 protection in that court of its confidential material and nothing in these provisions  
5 should be construed as authorizing or encouraging a  
6 Receiving Party in this Action to disobey a lawful directive from another court.

7 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
8 PRODUCED IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-  
10 Party in this Action and designated as “CONFIDENTIAL.” Such information  
11 produced by Non-Parties in connection with this litigation is protected by the  
12 remedies and relief provided by this Order. Nothing in these provisions should be  
13 construed as prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to  
15 produce a Non-Party’s confidential information in its possession, and the Party is  
16 subject to an agreement with the Non-Party not to produce the Non-Party’s  
17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party that  
19 some or all of the information requested is subject to a confidentiality agreement  
20 with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
22 Order in this Action, the relevant discovery request(s), and a reasonably specific  
23 description of the information requested; and

24 (3) make the information requested available for inspection by the Non-Party,  
25 if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within 14  
27 days of receiving the notice and accompanying information, the Receiving Party  
28 may produce the Non-Party’s confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
2 not produce any information in its possession or control that is subject to the  
3 confidentiality agreement with the Non-Party before a determination by the court.  
4 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
5 of seeking protection in this court of its Protected Material.

6 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
12 or persons to whom unauthorized disclosures were made of all the terms of this  
13 Order, and (d) request such person or persons to execute the “Acknowledgment and  
14 Agreement to Be Bound” attached hereto as Exhibit A.

15 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
21 may be established in an e-discovery order that provides for production without prior  
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
23 parties reach an agreement on the effect of disclosure of a communication or  
24 information covered by the attorney-client privilege or work product protection, the  
25 parties may incorporate their agreement in the stipulated protective order submitted  
26 to the court.

27 **14. MISCELLANEOUS**

28 **14.1 Right to Further Relief.** Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order, no Party waives any right it otherwise would have to object to  
4 disclosing or producing any information or item on any ground not addressed in this  
5 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
6 ground to use in evidence of any of the material covered by this Protective Order.

7 14.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
8 Material must comply with Local Civil Rule 79-5. Protected Material may only be  
9 filed under seal pursuant to a court order authorizing the sealing of the specific  
10 Protected Material. If a Party's request to file Protected Material under seal is denied  
11 by the court, then the Receiving Party may file the information in the public record  
12 unless otherwise instructed by the court.

13 15. FINAL DISPOSITION

14 After the final disposition of this Action, as defined in paragraph 6, within  
15 60 days of a written request by the Designating Party, each Receiving Party must  
16 return all Protected Material to the Producing Party or destroy such material. As used  
17 in this subdivision, "all Protected Material" includes all copies, abstracts,  
18 compilations, summaries, and any other format reproducing or capturing any of the  
19 Protected Material. Whether the Protected Material is returned or destroyed, the  
20 Receiving Party must submit a written certification to the Producing Party (and, if  
21 not the same person or entity, to the Designating Party) by the 60-day deadline that  
22 (1) identifies (by category, where appropriate) all the Protected Material that was  
23 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
24 copies, abstracts, compilations, summaries or any other format reproducing or  
25 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
26 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
27 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
28 exhibits, expert reports, attorney work product, and consultant and expert work

1 product, even if such materials contain Protected Material. Any such archival copies  
2 that contain or constitute Protected Material remain subject to this Protective Order  
3 as set forth in Section 6 (DURATION).

4 **16. VIOLATION**

5 Any violation of this Order may be punished by appropriate measures  
6 including, without limitation, contempt proceedings and/or monetary sanctions.  
7

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
9

10 **STRATEGIC LEGAL PRACTICES,**  
11 **APC**

12 Dated: June 12, 2025

/s/ Elizabeth Larocque

13 TIONNA CARVALHO  
14 ELIZABETH LAROCQUE  
15 Attorneys for Plaintiffs,  
16 JOHNATHON PIRTLE and  
ROXANA HAUG

17 **PARK LAWLESS & TREMONTI LLP**

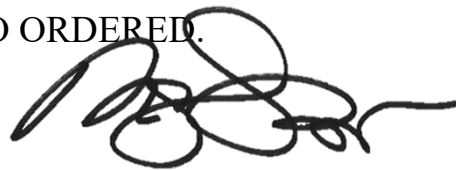
18  
19 Dated: June 12, 2025

/s/ Steven D. Park

20 STEVEN D. PARK  
21 VINCENT TREMONTI  
22 Attorneys for Defendant,  
FCA US, LLC

23  
24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25  
26 DATED: 6/30/2025



27 MARGO A. ROCCONI  
28 United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_[print or type full name], of  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_ in the case of *Johnathon Pirtle, et al vs.*  
*FCA US LLC, et al*, Case No: 2:25-cv-03257-JAK-MAR. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I understand  
and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for service  
of process in connection with this action or any proceedings related to enforcement  
of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_